

1 BILL NO. S-84-05- 33

2 SPECIAL ORDINANCE NO. S- 67-84

3 AN ORDINANCE approving the Leesburg
4 Road - Bieber-Schmidt Sanitary Sewer
5 Extension Agreement with the City of
6 Fort Wayne, Indiana, in connection
7 with the Board of Public Works.

8 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
9 THE CITY OF FORT WAYNE, INDIANA:

10 SECTION 1. That the Leesburg Road - Bieber-Schmidt Sani-
11 tary Sewer Extension Agreement with the City of Fort Wayne, In-
12 diana, in connection with the Board of Public Works, for:

13 a sanitary sewer to serve the following
14 described real estate:

15 A 1.0 acre parcel of land described
16 as the South 230 feet of the North
17 460 feet of the West 190 feet of the
18 NE 1/4 of Section 32, Township 31
19 North, Range 12 East, Allen County,
20 Indiana together with a 7.84 acre
21 parcel of land described as the West
22 326.5 feet of the NE 1/4 of Section
23 32, Township 31 North, Range 12 East,
24 Allen County, Indiana lying North of
25 Leesburg Road together with a 11.27
26 acre parcel of land described as the
27 East 326.5 feet of the West 653 feet
28 of the 1/4 of Section 32, Township 31
29 North, Range 12 East, Allen County,
30 Indiana lying North of Leesburg Road;

31 no cost to the City is involved in this Agreement, all as more
32 particularly set forth in the Agreement and which is on file with
the Office of the Board of Public Works and is by reference incor-
porated herein, made a part hereof and is hereby in all things
ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force
and effect from and after its passage and any and all necessary
approval by the Mayor.

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APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by G. Henry, seconded by GiaQuinta, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.S.

DATE: 5-22-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Redd, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 6-12-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

Special
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. D-67-84
on the 12th day of June, 19 84,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Ray A. L'Boek
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of June, 19 84, at the hour of 11:30 o'clock P.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 12th day of June, 19 84, at the hour of 4:00 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

AGREEMENT FOR SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 5th day of April 1984, by and between JOSEPH BIEBER, DARRYL SCHMIDT and HAROLD E. SCHMIDT hereinafter referred to as "OWNERS" and the City of Fort Wayne, Indiana, an Indiana municipal corporation, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the OWNERS desire to construct a local sanitary sewer described as follows:

Beginning at an existing manhole located along Leesburg Road and approximately 775 feet Northwest of the intersection of Greenville Drive; thence Northerly 890 feet to the point of terminus, said point located 306 feet East of the West line of the Northeast One-Quarter of Section 32, Township 31 North, Range 12 East.

in accordance with plans, profiles and specifications heretofore submitted to and approved by CITY and now on file in the Office of the Chief Engineer of the Water Pollution Control Engineering Department of the CITY and known as the Proposed Sanitary Sewer Extension for Bieber - Schmidt Property, as drawn by COIL & DICKMEYER, INC., under their Commission Number 8337 and dated January 18, 1984, which plans, profiles and specifications are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the OWNERS have an interest, but also the adjoining land areas and;

WHEREAS, the cost of construction of said sewer is represented to be \$ 13,280.00 composed of \$ 11,500 for construction cost, \$ 1,780 for engineering services, \$ 0 for legal fees and \$ -0- for City Engineering and Inspection Fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The OWNERS shall cause said sewer to be constructed and located in accordance with said plans, profiles and specifications, all approved by the CITY under private contract to let within sixty (60) days after requisite CITY approval. All work and materials shall be subject to inspection by and the right of the CITY to halt construction if there shall be noncompliance therein. Said sewer shall not be deemed completed and/or permanently connected in the Sewer system of the CITY until final acceptance by CITY. Upon acceptance by CITY, said Sewer shall become the property of CITY and CITY shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by the CITY, and all further maintenance shall be borne by the CITY.

2. CONSTRUCTION COST

The OWNERS agree to pay the entire cost and expense of construction of said sewer, in cash, including the CITY engineering and inspection fees, and to hold the CITY harmless from any liability for claims connected therewith.

3. AREA OF OWNERS

Said sewer, when accepted by the CITY, will serve the following described real estate:

A 1.0 acre parcel of land described as the South 230 feet of the North 460 feet of the West 190 feet of the NE 1/4 of Section 32, Township 31 North, Range 12 East, Allen County, Indiana together with a 7.84 acre parcel of land described as the West 326.5 feet of the NE 1/4 of Section 32, Township 31 North, Range 12 East, Allen County, Indiana lying North of Leesburg Road together with a 11.27 acre parcel of land described as the East 326.5 feet of the West 653 feet of the NE 1/4 of Section 32, Township 31 North, Range 12 East, Allen County, Indiana lying North of Leesburg Road.

As the OWNERS will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by

this Agreement against the above described real estate for the construction of said sewer by the present or future owner of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the CITY for connections to CITY sewer mains and treatment of sewage therefrom.

4. AREA CONNECTION CHARGE

An area connection charge of \$ 700.00 per acre must be paid to CITY at the time of connection. This area connection charge is in addition to the local (cost of construction) charge as set forth above and represents the installation and oversizing cost expended by CITY for sewer lines known as the St. Joseph Service Area in Resolution No 74-22-04, Recorded under 84-08201. It is understood that the OWNERS's acreage will be subject to said area connection fees immediately upon the execution of this document.

5. BOND

This contract is subject to OWNERS furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the CITY.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owners of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The OWNERS, for himself, his successors in title and assigns, waives and releases any and all rights which may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof. In further consideration and to induce CITY to execute and ratify this contract, said OWNERS, for himself, his successors and assigns, agrees by this by this contract to vest in CITY the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance to the said real estate described in Article 3 herein. OWNERS further agree that any deeds, contracts or other instruments of conveyance made by the OWNERS, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from the OWNERS, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser, and their successors in title. The OWNERS further agree to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of CITY as hereinafter provided. Any owner or owners of land which is now, or hereinafter located outside the corporate limits of CITY who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of such land or of the territory in which it is located or of the area served by said sewer (I.C. 36-9-22-2, as added by Acts 1981, P.L., 309,395).

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joseph Bieber and Darryl Schmidt who acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this 24 day of April, 1984.

Leir Mompser
NOTARY PUBLIC
Resident of Allen County, Indiana

My Commission expires:

Aug 11 - 1984

STATE OF Illinois)
) SS
COUNTY OF Winn.)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Harold Schmidt who acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for their voluntary act and deed for the uses and purposes therein contained.

Witness my hand and Notarial Seal this 5th day of April, 1984.

X Andee Langhelt
NOTARY PUBLIC
Resident of Warren, Ill.

My Commission expires:

12-29-84

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Winfield Moses, Jr., Mayor, City of Fort Wayne, Indiana and David J. Kiester, Chairman, Board of Public Works, and Betty R. Collins and Frank W. Heyman, members respectively of the Board of Public Works and acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this 16th day of May, 1984.

L. Bettina McMahon
NOTARY PUBLIC
Resident of Allen County, Indiana

My Commission expires:

8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of CITY, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this agreement the day and year first above written.

OWNER OF 1.0 ac &
EQUITY OWNER of 7.84 ac

EQUITY OWNER of 11.27 ac

Joseph Bieber

Darryl Schmidt

OWNER of 7.84 ac & 11.27 ac

X Harold E. Schmidt
Harold Schmidt

CITY OF FORT WAYNE, INDIANA

BY: Winfield Moses Jr.
Winfield Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

BOARD OF PUBLIC WORKS
BY: David J. Kiester
David J. Kiester, Chairman

BY: Betty R. Collins, Member

BY: Frank W. Heyman, Member

ATTEST:

Helen V. Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:

BILL NO. S-84-05-33

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN
ORDINANCE approving the Leesburg Road - Bieber-Schmidt Sanitary Sewer
Extension Agreement with the City of Fort Wayne, Indiana, in
connection with the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

THOMAS C. HENRY, CHAIRMAN

Thomas C. Henry

MARK E. GIAQUINTA, VICE CHAIRMAN

CHARLES B. REDD

Charles B. Redd

JAMES S. STIER

James S. Stier

DONALD J. SCHMIDT

CONCURRED IN 6-12-84
SANDRA E. KENNEDY, CITY CLERK

TITLE OF ORDINANCE Leesburg Road - Bieber-Schmidt Sanitary Sewer Extension Agreement
with the City of Fort Wayne
DEPARTMENT REQUESTING ORDINANCE Board of Public Works 2-84-05-33

SYNOPSIS OF ORDINANCE The Leesburg Road - Bieber-Schmidt Sanitary Sewer Extension
Agreement with the City of Fort Wayne is for sanirary sewer to serve the following
described real estate:

A 1.0 acre parcel of land described as the South 230 feet of the North 460 feet
of the West 190 feet of the NE 1/4 of Section 32, Township 31 North, Range 12 East,
Allen County, Indiana together with a 7.84 acre parcel of land described as the
West 326.5 feet of the NE 1/4 of Section 32, Township 31 North, Range 12 East,
Allen County, Indiana lying North of Leesburg Road together with a 11.27 acre parcel
of land described as the East 326.5 feet of the West 653 feet of the 1/4 of Section
32, Township 31 North, Range 12 East, Allen County, Indiana lying North of
Leesburg Road.

EFFECT OF PASSAGE Sewer to serve above area.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) No cost to City

ASSIGNED TO COMMITTEE _____